

EXHIBIT B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JOHN W. BUCKLEY

NAME OF PLAINTIFF(S)

v.

COMPLAINT **ROBINSON**

PHILIPS ELECTRONICS NORTH AMERICA CORP.
PHILIPS SEMICONDUCTOR MANUFACTURING, INC.

JURY TRIAL
DEMANDED

NXP SEMICONDUCTORS

NAME OF DEFENDANT(S)

This action is brought for discrimination in employment
pursuant to (check only those that apply):

_____ Title VII of the Civil Rights Act of 1964, as
codified, 42 U.S.C. §§ 2000e to 2000e-17 (amended
in 1972, 1978 and by the Civil Rights Act of 1991,
Pub. L. No. 102-166) (race, color, gender,
religion, national origin).

*NOTE: In order to bring suit in federal district court under
Title VII, you must first obtain a right to sue letter from the
Equal Employment Opportunity Commission.*

 X

_____ Age Discrimination in Employment Act of 1967, as
codified, 29 U.S.C. §§ 621 - 634 (amended in 1984,
1990, and by the Age Discrimination in Employment
Amendments of 1986, Pub. L. No. 99-592, the Civil
Rights Act of 1991, Pub. L. No. 102-166).

*NOTE: In order to bring suit in federal district court
under the Age Discrimination in Employment Act, you must
first file charges with the Equal Employment Opportunity Commission.*

_____ Americans with Disabilities Act of 1990, as
codified, 42 U.S.C. §§ 12112 - 12117 (amended by
the Civil Rights Act of 1991, Pub. L. No. 102-166).

*NOTE: In order to bring suit in federal district court under
the Americans with Disabilities Act, you must first obtain a
right to sue letter from the Equal Employment Opportunity Commission*

07 CIV. 6775

FILED
U.S. DISTRICT COURT
S.D. OF N.Y. W.D.
JUL 26 2008

LML

Jurisdiction is specifically conferred upon this United States District Court by the aforementioned statutes, as well as 28 U.S.C. §§ 1331, 1343. Jurisdiction may also be appropriate under 42 U.S.C. §§ 1981, 1983 and 1985(3), as amended by the Civil Rights Act of 1991, Pub. L. No. 102-166, and any related claims under New York law.

1. Plaintiff resides at:

60 WOODCREST DRIVE, HOPEWELL JUNCTION,
 Street Address City
 DUTCHESS, NY, 12533, (845) 264-5212
 County State Zip Code Telephone Number

2. Defendant(s) lives at, or its business is located at:

(D-1)	1251 Ave. of the Americas			New York, NY
(D-2)	2070 Route 52			Hopewell Junction,
(D-3)	" " "			" " City
	Street Address			
(D-1)	New York	NY	10020	(212) 536-0626
(D-2)	Dutchess	NY	12533	(845) 902-1400
(D-3)	"	"	"	"
	County	State	Zip Code	Telephone Number

3. The address at which I sought employment or was employed by the defendant(s) is:

2070 Route 52
 Street Address
 Dutchess, Hopewell Jct., NY, 12533
 County City State Zip Code

8. The facts of my case are as follows:

On December 31, 2004, Philips Semiconductor Manufacturing, ("PSM")
terminated me from my position as General Counsel of its East Fishkill,
New York manufacturing plant. PSM is an affiliate of Philips' Electronics
North America Corp. and the predecessor entity of NXP Semiconductors.
I was terminated because of my age, in violation of the Age in Discrimin-
ation in Employment Act.

My performance at PSM was always appraised as very good, if not
excellent. I regularly participated in PSM's Outstanding Contributor
bonus pool, its Stock Option Plan and, See Exhibit A

(Attach additional sheets as necessary)

Note: *As additional support for the facts of your claim, you may attach to this complaint a copy of the charge filed with the Equal Employment Opportunity Commission, the New York State Division of Human Rights, or the New York City Commission on Human Rights.*

See Exhibits "B" and "C"

9. It is my best recollection that I filed a charge with the New York State Division of Human Rights or the New York City Commission on Human Rights regarding defendant's alleged discriminatory conduct on: N/A

Date

10. It is my best recollection that I filed a charge with the Equal Employment Opportunity Commission regarding defendant's alleged discriminatory conduct on: 2/22/2005

Date

Only litigants alleging age discrimination must answer Question # 11.

11. Since filing my charge of age discrimination with the Equal Employment Opportunity Commission regarding defendant's alleged discriminatory conduct (check one),

 X 60 days or more have elapsed.

 less than 60 days have elapsed.

12. The Equal Employment Opportunity Commission (check one):

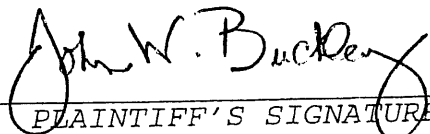
 has not issued a Right to Sue letter.

 X has issued a Right to Sue letter, which I received on 5/02/2007
Date

NOTE: Attach a copy of the Right to Sue Letter from the Equal Employment Opportunity Commission to this complaint.

See Exhibit "D"

WHEREFORE, Plaintiff prays that the Court grant such relief as may be appropriate, including injunctive orders, damages, costs, and attorney's fees.


PLAINTIFF'S SIGNATURE

Dated: July 27, 2007

Exhibit A

Exhibit A

Paragraph 8 continued

in 2002, received a \$25,000 General Manager's award for securing \$38 million in tax credits for PSM.

In May 2004, my manager advised me that PENA was transitioning to a "shared services" Legal Department, effective January 1, 2005. He stated that I would report to Sies Plokker, PENA's Senior Vice President and General Counsel in a position that would include my current responsibilities and remote support of other Philips locations.

In August 2004, without warning or notice and despite my long time service, track record of significant accomplishments and Sies Plokker's representations, James Casey, Philips Semiconductor's California General Counsel advised me that I would be terminated on December 31, 2004.

As set forth below, I believe that the decision to terminate me was based solely on my age, in violation of the Age Discrimination in Employment Act:

1. I was the only attorney of over 70 attorneys employed by Philips' North American entities to be terminated during the transition to a shared services Legal Department.
2. At the time of my termination, there were at least two employment requisitions in the Philips Semiconductors' "Careers" database. Both positions involved job specifications identical to those I had performed as General Counsel of the East Fishkill plant. Neither of these positions was offered to me. In fact, Mr. Casey affirmatively stated that I was ineligible to apply for these jobs because they were to be based in California. He never inquired whether I would be interested in relocating or why these positions had to be located in California. His position flew in the face of Philips' transition to a shared services department where it was anticipated, and in fact, desired that attorneys handle multiple matters from remote locations.

3. My termination at age 52 provided a significant financial advantage to PENA. Under PENA's Defined Benefit Pension Plan, I was entitled to retire at age 55 with annual benefits of over \$70,000 plus retiree medical benefits. By terminating me at age 52, PENA delayed payment of any pension plan benefits until age 65, reduced the annual benefit to \$55,000 and completely avoided providing retiree medical benefits. Over an anticipated life span of 72 years, PENA will save over \$800,000 in plan benefit payments and over \$300,000 in estimated medical payment coverage. PENA was motivated to terminate me because of my age and proximity to qualifying for full pension plan benefits to save money.
4. Within a short time of my termination date, PSM terminated dozens of similarly situated older workers who also participated in its defined benefit pension plan and were approaching the un-penalized retirement date. We were targeted for the plant's reduction in force because of our age and participation in PENA's Defined Benefit Pension Plan.
5. Despite my high level and superior performance, PENA senior executives in New York, California and their managers in the Netherlands refused to respond to or even acknowledge my repeated efforts during the Fall of 2004 to address my concerns. I can only conclude that this uncharacteristic behavior was motivated by their desire to methodically terminate older pension plan participant employees.

My release of claims under the Severance Agreement I signed is invalid. The release was not in compliance with the Older Workers Benefit Protection Act ("OWBPA"). I was terminated as part of a larger PSM reduction in force in East Fishkill and was one of numerous employees who were terminated and offered severance packages. Under these circumstances, the OWBPA required that I receive 45 days to consider the severance agreement rather than the 21 days I was given. Further, PSM failed to give me the OWBPA required information about the ages and job titles of individuals eligible or selected for termination or the ages and job titles of individuals not eligible or selected for termination.

In addition to the pension plan benefit reduction penalty and the value of the lost retiree medical benefits, I respectfully request the Court find that my measure of damages include the value of a 2004 Key Employee incentive that was denied me, the value of lost stock options, the value of fourteen months of un-reimbursed COBRA medical plan payments, back pay for January 1, 2005 through November 1, 2007 which was my scheduled un-penalized retirement date and punitive damages.

Exhibit B

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
New York District Office

33 Whitehall Street, 5th Floor
New York, NY 10004-2112
(212) 336-3620
TTY (212) 336-3622
General FAX (212) 336-3625

CHARGING PARTY

John Buckley
c/o Christopher A. D'Angelo, Esq.
Vandenberg & Feliu, LLP
110 East 42nd Street
New York, NY 10017

RESPONDENT

Philips Semiconductor Manufacturing, Inc./
Philips Electronics North America
c/o John K. Shrypak, VP, Esq. &
Gerald R. Whitcomb, Senior Counsel
Labor and Employment Law
Philips Electronics North America
1109 McKay Drive
San Jose, CA 95131-1706

Re: *Buckley v. Philips Semiconductors Manufacturing/Philips Electronics North America.*
EEOC Charge No. 160-2005-01281

DETERMINATION

Under the authority vested in me by the Equal Employment Opportunity Commission ("Commission"), I issue the following determination as to the merits of the subject charge filed under the Age Discrimination in Employment Act of 1967, as amended ("ADEA"). Timeliness and all other jurisdictional requirements have been met.

The Charging Party, John Buckley, has established a prima facie case of employment discrimination under the ADEA with respect to his age (DOB: 10/25/1952), and alleged harm, termination.

Charging Party alleges that he was terminated on December 31, 2004. Charging Party also alleges that in August of 2004, Respondent informed him that his position was being eliminated and that he would be terminated effective December 31, 2004. Charging Party alleges that although numerous other similar positions were vacant and available, he was not offered another position with the Respondent.

Specifically, Charging Party alleges that that Respondent deemed him ineligible for two legal positions which were listed in Respondent's "Careers" database based on the location of the

Buckley v. Philips Semiconductors Manufacturing, Inc.
EEOC Charge No. 160-2005-01281
Page 2 of 3

positions (California). Charging Party P alleges that the rationale behind a "shared services" Legal Department is that attorneys can handle issues on a remote basis throughout the country.

Charging Party alleges that Respondent wanted to avoid having to pay him a substantial amount of money in pension related costs, which he would have received as a retirement package, if he continued working for the Respondent for three (3) more years, based on Respondent's retirement formula. Charging Party also alleges that he was retaliated against by Respondent for complaining of age discrimination. Charging Party further alleges that the settlement and general release agreement he signed after he was notified of his termination may not be in compliance with the Older Workers Benefits Protection Act ("OWBPA"). Charging Party also states that numerous other similarly situated senior executives in their mid to late 50's employed by Respondent were also terminated.

Respondent denies the claims of age discrimination. Respondent states that Charging Party signed a settlement and general release agreement, which releases the Respondent from all age discrimination claims under the ADEA. Respondent alleges that the waiver Charging Party signed is valid and enforceable. Respondent states that the elimination of Charging Party's position was not a part of the company's broader reorganization; Charging Party was the only attorney terminated as a result of Respondent's transition to a "shared services" legal department. Contrary to Charging Party's allegation regarding similarly situated senior executives, Respondent alleges that the other individuals no longer employed with Respondent are not comparable to Charging Party because they participated in a voluntary reduction in force.

The Commission's investigation supports Charging Party's allegations that Respondent discriminated against Charging Party on the basis of his age, in that his termination took place as an overall part of a larger reduction in force. There is evidence to support, and reasonable cause to believe, that Charging Party was subjected to disparate treatment because of his age, as it applies to his termination from employment.

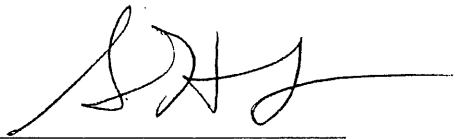
Based on an analysis of the information provided by both parties, the Commission concludes that Respondent has violated the ADEA when it discharged Charging Party because of his age, and denied him reinstatement in retaliation for complaining of age discrimination.

Buckley v. Philips Semiconductors Manufacturing, Inc.
EEOC Charge No. 160-2005-01281
Page 3 of 3

Based on the determination above, the Commission now invites the parties to join with it in a collective effort toward a just resolution of the matter. A representative of this office will be in contact with each party in the near future to begin the conciliation process. Disclosure of the information obtained by the Commission during the conciliation process will be made in accordance with Section 1601.26 of the Commission's Procedural regulations. If the Respondent declines to enter into settlement discussions, or if the Commission's representative is unable to secure a settlement acceptable to the Office Director, the Director shall so inform the parties in writing and advise them of the court enforcement alternative available to the Charging Party, aggrieved persons and the Commission.

On Behalf of the Commission

03/23/07
Date:


Spencer H. Lewis, Jr.
District Director

cc: File



U.S. Equal Employment Opportunity Commission
New York District Office

33 Whitehall Street
5th Floor
New York, NY 10004
(212) 336-3620
TTY (212) 336-3622
FAX (212) 336-3625
1-800-669-4000

Respondent: PHILIPS SEMICONDUCTORS MANUFACTURING
EEOC Charge No.: 160-2005-01281
FEPA Charge No.:

Exhibit C

Mar 02, 2005

John Buckley
50 Woodcrest Drive
Hopewell Junction, NY 12533

Dear Mr. Buckley:

This is to acknowledge receipt of the above-numbered charge of employment discrimination against the above-named respondent. Please use the "EEOC Charge No." listed above whenever you call us about this charge. The information provided indicates that the charge is subject to:

- ☐ Title VII of the Civil Rights Act of 1964 (Title VII)
- ☒ The Age Discrimination in Employment Act (ADEA)
- ☐ The Americans with Disabilities Act (ADA)
- ☐ The Equal Pay Act (EPA)

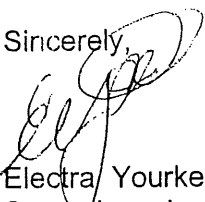
You need do nothing further at this time. We will contact you when we need more information or assistance. A copy of the charge or notice of the charge will be sent to the respondent within 10 days of our receipt of the charge as required by our procedures.

- ☒ Please be aware that we will send a copy of the charge to the agency listed below as required by our procedures. If the charge is processed by that agency, it may require the charge to be signed before a notary public or an agency official. Then the agency will investigate and resolve the charge under their statute. If this occurs, section 1601.76 of EEOC's regulations entitles you to ask us to perform a Substantial Weight Review of the agency's final finding. To obtain this review, a written request must be made to this office within 15 days of receipt of the agency's final finding in the case. Otherwise, we will generally adopt the agency's finding as EEOC's.

New York State Division Of Human Rights
Federal Contract Unit
One Fordham Plaza, 4 Fl.
Bronx, NY 10458

Please notify this office of any change in address or of any prolonged absence from home. Failure to cooperate in this matter may lead to dismissal of the charge.

Sincerely,



Electra Yourke
Supervisory Investigator
(212) 336-3751

Office Hours: Monday - Friday, 8:30 a.m. - 5:00 p.m.
TDD: 1-800-669-6820
www.eeoc.gov

CHARGE OF DISCRIMINATION

This form is affected by the Privacy Act. See enclosed Privacy Act Statement and other information before completing this form.

Charge Presented To: Agency(ies) Charge No(s):

☐ FEPA

☒ EEOC 160-2005-01281

and EEOC

State or local Agency, if any

Name (Indicate Mr., Ms., Mrs.)

John Buckley

Date of Birth

10/25/52

Street Address

City, State and ZIP Code

50 Woodcrest Drive, Hopewell Junction, NY 12533

Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (If more than two are named, list under PARTICULARS below.)

Name

No. Employees, Members

Phone No. with Area Code

Philips Semiconductors Manufacturing

1000+

845-902-1400

Street Address

City, State and ZIP Code

Hudson Valley Research Park
2070 Route 52, P.O. Box 1279, Hopewell Junction, NY 12533

Name

No. Employees, Members

Phone No. with Area Code

Philips Electronic North America

1000+

212-536-0626

Street Address

City, State and ZIP Code

1251 Avenue of the Americas, New York, NY 10020

DISCRIMINATION BASED ON (Check appropriate box(es).)

☐ RACE ☐ COLOR ☐ SEX ☐ RELIGION ☐ NATIONAL ORIGIN
☐ RETALIATION ☒ AGE ☐ DISABILITY ☐ OTHER (Specify below.)

DATE(S) DISCRIMINATION TOOK PLACE

Earliest

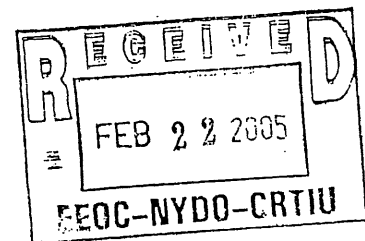
Latest

December 31, 2004

☐ CONTINUING ACTION

THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s)):

See attached.



I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

NOTARY - When necessary for State or Local Agency Requirements

I declare under penalty of perjury that the above is true and correct.

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

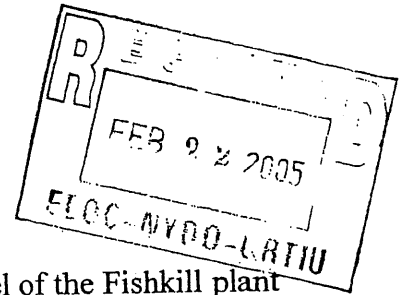
SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE
(month, day, year)

Date

Charging Party Signature

AFFIDAVIT OF JOHN BUCKLEY



John Buckley, being duly sworn, deposes and says:

1. I was terminated from my position as General Counsel of the Fishkill plant of Philips Semiconductor Manufacturing, Inc. an affiliate of Philips Electronics North America ("PENA"), effective December 31, 2004. As set forth more fully below, I believe I was terminated because of my age, 52, in violation of the Age Discrimination in Employment Act.
2. I had been an employee of Philips Semiconductors and its predecessor organizations for over twenty-six years. I started out with IBM in 1978, in the corporate Tax Department. My last position at IBM was as Senior Tax Attorney. My performance at IBM was always considered very good, if not exceptional.
3. In 1994, IBM entered into a joint venture with Cirrus Logic, creating a partnership called MiCRUS. I became an employee of MiCRUS, and was its General Counsel from 1995 to 2000. My performance at MiCRUS was always considered very good, if not exceptional.
4. When MiCRUS was formed, all employees of IBM who went to MiCRUS took their full pension benefits to MiCRUS, which created its own defined benefit plan. All of the assets of the IBM plan covering the now MiCRUS employees were put into that defined benefit plan. I and the other employees also retained their length of service, as though we were still employed by IBM. Thus, as of February 2000, I had 22 years of service in the MiCRUS plan.
5. On or about June 15 2000, Philips, KV purchased MiCRUS. I became an employee of Philips Semiconductor Manufacturing, Inc. and General Counsel of its' Fishkill plant, a position I held until December 31, 2004.
6. When the transaction occurred, the MiCRUS plan was terminated, and I became a vested participant in the Philips North America defined benefit plan. It is my understanding that I retained my length of service, so that as of June 2000 I had over 22 years of service credit in the Philips' plan.
7. The Philips plan contains a "Rule of 85" benefit calculation formula. Pursuant to this rule, if a participant's age and length of service add up to 85, the participant can take early retirement starting at the age of 55, with full retirement benefits, including retiree health benefits.
8. My performance at Philips Semiconductor Manufacturing, Inc. was always appraised as very good if not excellent. I regularly participated in

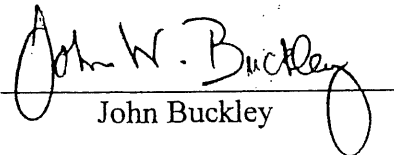
the company's Outstanding Contributor bonus pool, and always received very high marks from my boss, Lloyd Young, on my reviews. In fact, in my last review, which I received in early 2004, I was rated at the highest level in most categories, and received an overall evaluation of "2". Out of the 900 employees in Fishkill, I believe only two other individuals, and only one of them a senior executive like me, received such a high overall rating.

9. As a result of my 2003 performance rating, I was told by Lloyd Young that I would participate in the bonus payout to be made in 2004. He even showed me a letter to this effect.
10. In May 2004, I was advised that PENA was transitioning to a "shared services" legal department, effective January 1, 2005. I was told at the time by Lloyd Young that I would be reporting to Sies Plockker, PENA's Senior Vice President and General Counsel, in a position that would include support of the Fishkill facility and other remote support responsibilities. Mr. Plockker advised Mr. Young that he was preparing a job description that would be available for me some time over the summer.
11. In August 2004, without any warning or notice, and despite my long-time service and excellent performance, I was told by James Casey, General Counsel of Philips Semiconductors, that my position in Fishkill would be eliminated, and that I would be terminated effective December 31, 2004.
12. As set forth below, I believe that the decision to terminate my employment was based on my age, in violation of federal law.
13. I believe that I am the only attorney to have lost a job as a result of the transition to the "shared services" legal department. In fact, at the same time I was told of my termination, there were numerous positions that were vacant and available. For example, there were two employment requisitions for legal positions in the Philips Semiconductors' "Careers" database. Both positions were within Philips Semiconductors, and both involved tasks and duties identical to those I had performed as General Counsel of the Fishkill plant. When I spoke to Mr. Casey about these positions, however, he told me that I was "ineligible" to apply for these jobs, since they were located in California. He never inquired as to whether I would be interested in relocating. More importantly, he never explained why it was imperative that these positions be located in California. Indeed, the whole rationale behind a "shared services" legal department is that attorneys can handle multiple matters on a remote basis throughout the country.
14. My termination at the end of 2004 also has a financial benefit for Philips.

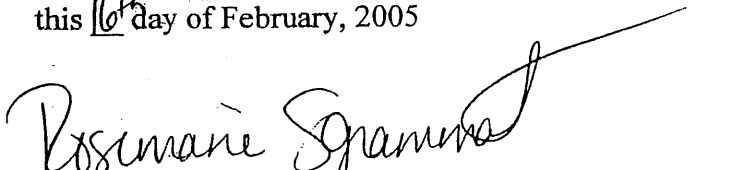
I had made it known that my plan was to remain at Philips until age 55, which would qualify me for an unpenalized retirement under the "Rule of 85". I would have been able to retire at any time thereafter with a full pension of over \$70,000 per year, plus retiree medical benefits. With my forced termination in 2004, I am deprived of that opportunity, and will lose over 1 million dollars in pension and benefits as a result. I believe Philips was motivated by a desire to avoid these financial obligations when it made the decision to terminate my employment. Under benefits funding laws, as I understand them, the termination of my employment within three years of retirement has a significant financial benefit to Philips.

15. Additional evidence that age was a factor in my termination is that numerous other senior executives who are in their mid to late 50's have been terminated or forced out of the company as well, at or about the same time I was terminated.
16. I was also advised that I would not be receiving the bonus that Lloyd Young had told me I would receive earlier in the year. There is no rational basis for excluding me from receiving this bonus. I can only conclude that it was somehow motivated by my age.
17. Before my termination I made numerous attempts to resolve these issues internally with various senior executives at Philips. To my chagrin, not only were my efforts unsuccessful, they were completely ignored.
18. As part of my termination I was offered a severance package of twenty-six weeks pay, in exchange for signing a release of claims. After a great deal of thought and consultation, I decided to sign the agreement, even though I believe I have been discriminated against. I did not have another job, and financially I could not afford to pass up the package that I was offered (I have one daughter in law school, one in college and one in high school).
19. Nevertheless, it is possible that the release I signed is not in compliance with the Older Workers Benefits Protection Act ("OWBPA"). It is my understanding that several other individuals were terminated and offered severance packages at or about the same time that I was terminated, and that there has been a reduction in force in Fishkill. It is my understanding that the OWBPA requires that under such circumstances, I should have been given 45 days to consider the release, and I should have been given information about the age and job titles of individuals eligible or selected for termination, and the ages and job titles of individuals not eligible or selected for termination. I was only given twenty-one days to consider the release, and no such information was provided to me.

20. Moreover, I was told that the agreement was a take it or leave it deal, and that I could not negotiate any changes or enhancements to the package I was offered. This is evident not only by statements from Philips lawyers and executives, but from the way in which I was treated when I raised what I considered reasonable points with respect to my situation. As stated above, my requests were not just rejected. They were completely ignored.
21. For these reasons as well as others I am prepared to address with the EEOC, I believe that I have been discriminated against on the basis of my age, in violation of federal law.


John Buckley

Sworn to before me
this 16th day of February, 2005


Notary Public
Rosemarie S Giammatteo
Notary Public, State of New York
No. 01GI61156650
Commission Expires 09-13-2008



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
New York District Office

33 Whitehall Street, 5th Floor
New York, New York 10004-2112
Telephone: (212) 336-3646
FAX: (212) 336-3633

AGREEMENT TO MEDIATE

CHARGE NUMBER: 160 2005 01281

This is an agreement by the parties to participate in mediation concerning the charge of

We understand that mediation is a voluntary process, which we may terminate at any time.

The parties and, if they desire, their representatives are invited to attend the mediation sessions. No one else may attend without the permission of the parties and the consent of the mediator.

The mediator will not function as the representative of either party. However, the mediator may assist the parties in understanding their rights and the terms of any proposed settlement agreement. Each party acknowledges having been informed of the right to consult with an attorney of his or her choosing before signing any agreement.

We agree that the mediator has the discretion to terminate mediation at any time if he or she believes that the case is inappropriate for mediation or that an impasse has been reached.

We hereby affirm that we will come to the EEOC with the authority to enter into a binding agreement, and that we will enter the mediation process with a good faith intent to settle this dispute during the EEOC mediation session.

We recognize that the mediation process is a confidential proceeding and agree to abide by the Confidentiality Agreement which is attached.

The parties acknowledge that if a settlement is reached as a result of the mediation, the assigned mediator is required to report to EEOC any benefits received. This information is reported only for purposes of providing aggregate data to the EEOC for Mediation program evaluation purposes, and the individual terms of the agreement will not be disclosed to the public.

Charging Party **Date**

Respondent **Date**

Charging Party's Representative **Date**

Respondent's Representative **Date**

EEOC Form 151-A (3/98)

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Exhibit D

NOTICE OF RIGHT TO SUE
(CONCILIATION FAILURE)

To: John Buckley
50 Woodcrest Drive
Hopewell Junction, NY 12533

From: New York District Office
33 Whitehall Street
5th Floor
New York, NY 10004

☐ On behalf of person(s) aggrieved whose identity is
CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No.	EEOC Representative	Telephone No.
160-2005-01281	Patricia M. Araujo, Investigator	(212) 336-3681

TO THE PERSON AGGRIEVED:

This notice concludes the EEOC's processing of the above-numbered charge. The EEOC found reasonable cause to believe that violations of the statute(s) occurred with respect to some or all of the matters alleged in the charge but could not obtain a settlement with the Respondent that would provide relief for you. In addition, the EEOC has decided that it will not bring suit against the Respondent at this time based on this charge and will close its file in this case. This does not mean that the EEOC is certifying that the Respondent is in compliance with the law, or that the EEOC will not sue the Respondent later or intervene later in your lawsuit if you decide to sue on your own behalf.

- NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

Title VII, the Americans with Disabilities Act, and/or the Age Discrimination in Employment Act: This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit **must be filed WITHIN 90 DAYS of your receipt of this notice**; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a state claim may be different.

Equal Pay Act (EPA): EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.**

If you file suit, based on this charge, please send a copy of your court complaint to this office.

On behalf of the Commission



Spencer H. Lewis, Jr.,
Director

04/30/07

(Date Mailed)

Enclosures(s)

cc: PHILIPS SEMICONDUCTORS MANUFACTURING/
PHILIPS ELECTRONICS NORTH AMERICA
Jill Sprague, Esq., Law Department
1109 McKay Drive, Mailstop 54 SJ,
San Jose, CA 95131-1706

Christopher A. D'Angelo, Esq.
Vandenberg & Feliu, LLP
110 EAST 42ND STREET
New York, NY 10017